

Section B - Supplies or Services and Prices

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	Reno male & female latrines, Albemarle USAR FFP	1	Each		
	Reno male & female latrines, Albemarle USAR				
	PURCHASE REQUEST NUMBER: NC001P-E3CO-N001				

NET AMT

FOB: Destination

Section C - Descriptions and Specifications

STATEMENT OF WORK**THIS REQUIREMENT IS SET-ASIDE FOR HUBZone.****EVALUATION FACTORS:** Quotes will be evaluated as to Price, Past Performance.

Past Performance - Acceptable past performance will be based on evidence that the contractor has satisfactorily completed the same or similar work on schedule. See FAR Clause 52.0000-4023 titled "PREAWARD DATA".

Central Contractor Registration (CCR) - Effective 1 June 1998, all contractors receiving Department of Defense (DoD) contract awards must be registered.

BASIS FOR AWARD: Award will be made to the responsible Central Contractor Registered business whose price and past performance represents the best overall value to the Government.

The estimated price for this project is between \$25,000.00 and \$100,000.00.

GENERAL AND SPECIAL PROVISION**PROJECT: WA-00001-2**

1. **GENERAL:** The contractor shall furnish all labor, materials, equipment, tools, supervision, transportation, and any other items necessary to renovate latrines. All work will be in strict compliance with these specifications, construction standards, building codes, and other contract documents.

2. **LOCATION:** USAR CENTER Albemarle, NC

3. **SITE VISIT:** It is the intent of the Government that all prospective bidders visit the project site prior to bidding. Failure to visit the project site will not disqualify a bid, however, the bidder acts at his own risk and will not be relieved from complying with the terms and conditions of any resultant contract by reason of such failure. In no event will a failure to inspect the site constitute grounds for a claim after award of the contract. See FAR Clause 52.236-27 or it's Alternate I for Site Visit instructions.

4. **QUALITY CONTROL:** The Contractor shall provide the job superintendent's name and telephone number to the Contracting Officer and to PWBC, Construction Management Division, Butner Road; (910) 396-3022, Mr Fred Plummer, (3) **three days** prior to commencing work. Project Manager is Mr Doug Weeks 396-8508.

4.1. The Contractor shall accomplish all work skillfully and in accordance with good industry practices and IAW manufacturer's recommendations and specifications. All work shall conform to current codes and industry and construction standards.

5. **SPECIAL PROVISIONS:**

5.1. **Hours of Work:** The Contractor shall accomplish all work between the hours of 7:30 a.m. and 4:00 p.m., Monday through Friday. No work will be done on weekends or Federal holidays without prior written approval from the Contracting Officer.

5.2. EXCAVATION PERMIT: The Contractor shall have a completed and approved PWBC Excavation Permit in his possession prior to any excavation, to include sign or post-hole holes. The Contractor shall schedule an appointment to locate utility lines at least 24 hours prior to any excavation with the PWBC, Facility Maintenance Division, building 3-1634, Butner Road; (910) 396- 2772. The Contractor shall also be responsible for coordination with the Directorate of Information Management (DOIM), Outside Plant Branch; building 1-1434, Scott Street; (910) 396-8200, for location of communication lines prior to any excavation.

5.3. OCCUPANCY: The building will be occupied during accomplishment of work. Interference with and inconvenience to the occupants or routine use of the facility shall be held to an absolute minimum. The Contractor is responsible for providing such coverings, shields, and barricades as required to protect the facility occupants, furniture, equipment, supplies, etc., from dust, debris, weather intrusion, or other damage resulting from construction.

5.4. CLEAN UP: The Contractor shall remove all trash, debris or surplus materials from the work site at the end of each work day and shall leave the work site clean of all debris when work is completed. The Contractor shall coordinate with the COR in obtaining a PWBC dumping permit.

5.5. The Contractor shall not employ any person who is an employee of the U.S. Government if the employment of that person would create a conflict of interest.

5.6. Contractor's employees shall wear distinctive clothing bearing the company's name or wear a badge, which contains the company's name and the employee's name, clearly displayed at all times while working on Fort Bragg. The Contractor shall be responsible for the conduct and appearance of his/hers employees while working at Fort Bragg.

5.7. The Contractor is required to adhere to the safety requirements outlined in the Corps of Eng Manual EM 385-1-1.

5.8. Security, Safety, and Fire Protection: While working on Fort Bragg and other Government installations, you are required to comply with all Ft Bragg Security, Fire and Safety regulations/rules. You are also required to comply with all OSHA requirements. Safety equipment must be worn on all construction sites.

5.9. A minimum of one year warranty on all materials and workmanship is required.

Scope of Work

Renovate male and female latrines. Work shall include installing new sinks, urinals, partitions, lay-in ceiling, lights, installing new roof mounted exhaust fan, faucets, blocking up door, installing automatic flush valves and other work stated below. Specification sheets shall be required on all new fixtures and automatic flush valves for approval.

(Male Latrine - Rm. 110)

- a. Demo door and jamb between latrine and room 112. Install 22 gauge metal studs in opening. Install 5/8" drywall on both sides of studs. Drywall shall be finished and painted. Base shall be installed to match existing.
- b. The toilet partitions and screen partition at door shall be sanded to remove rust and be prepped for painting. Partitions shall be painted with 2 coats of enamel paint.
- c. The 2 each, existing urinals shall be removed. Install 2 each, new vitreous china urinals. Urinals shall have new P-traps installed. Supply piping from wall to urinals shall be replaced. Automatic type flush valves shall be installed on urinals. Install a plastic laminate urinal partition between urinals. Partition shall be wall and floor mounted.
- d. New toilet seats shall be install on both toilets. Supply piping from wall to toilets shall be replaced and automatic type flush valves installed on toilets.
- e. Demo existing sinks. Install formica type top and tapered front for lavatory in latrine. Install 2 each, 19-inch X 22-inch lavatories in countertop. Countertop shall have a 3-inch backsplash. Install 2 ea. new metal trim mirrors over the new sinks. Install new soap dispenser over the sinks. Install Delta or equal single lever faucets on lavatories. New supply lines, cut-offs, P-traps and drain piping shall be installed from lavatories to wall. Install new stainless steel paper towel dispensers in place of the existing dispenser.
- f. Demo metal shelf above sinks and patch holes in tile.
- g. Demo light fixture above sink. Install a slim line, 2-tube 48-inch long fluorescent fixture above sink. Fixture shall have T-8 electronic ballast with 32-watt cool white lambs. Fixture shall have acrylic diffuser. Install white color wiremold down wall from fixture, install white wiremold box and GFI receptacle.
- h. Demo ceiling fixtures. Install lay-in ceiling in latrine. The new ceiling shall be installed on a 2-ft. X 2-ft. lay-in grid. The suspension system shall be Commercial Grade, class A, 15/16' standard exposed grid, white in color with matching cross tees and trim. Ceiling grid shall be secured to existing ceiling at a minimum pf 4-ft. on center. Install 5/8" thick, water resistant, vinyl covered panels in grid. Install 2 each, 4-ft. long, 4-tube fluorescent, lay-in fixtures in grid. Fixtures shall have T-8 ballast with 32-watt, cool white lamps. Install a 2-ft. X 2-ft. egg-grate panel in ceiling for exhaust.
- i. Ceramic tile on floor and walls shall be cleaned. Walls and door shall be cleaned, loose and flaking paint removed and prepped for painting. Door and walls shall be painted with 2 coats of paint.
A sign stating men's room shall be installed on door.
- j. Replace roof mounted exhaust fan that provides exhaust for male and female latrines.

(Female Latrine Rm. 108)

- a. Remove door and jamb between rm. 108 and rm. 106. The opening shall be framed with 22 gauge metal studs and used as a plumbing chase A 4-inch wide by 60-inch long plumbing chase wall shall be

constructed at this location. The chase wall shall extend from floor to area above new lay-in ceiling. Install ½ thick, waterproof drywall on studs. Drywall shall be finished and painted.

b. Demo the screen partition at entrance, toilet partition, toilet, urinal, sinks, mirrors, paper towel holders and metal shelves. Remove the ceramic soap holders. New tile shall be installed at locations where soap holders, sinks and shelves were removed.

c. Demo ceramic floor. Concrete floor shall be cut and removed to gain access to supply and waste lines. New supply piping and waste pipes shall be installed for new shower, 2 each toilets and 2 bowl lavatory. Lavatory shall be installed on opposite wall where door was removed. Concrete floor shall be patched after piping is installed.

d. Install 22 gauge metal studs for 36" square, 4 piece, fiber glass shower. Back wall shall extend above new lay-in ceiling and shall be used as a chase wall for supply lines for shower. New shower shall have a soap dish and towel bar. Install a Delta or equal, single level control in shower. Install ½ thick, waterproof drywall on exposed studs. A glass door shall be installed on shower.

e. Install 2 each, new toilets. Toilets shall be installed 36" apart.
Install 2 each, new toilets with flush valves. Valves shall have automatic controls installed.

f. Install a 60-inch long, 2 bowl lavatory on opposite wall. New lavatory shall have a formica top. All new piping shall be installed in chase wall. Install 2 each, 19" X 22" countertop sinks. Install Delta or equal single level faucets on sinks. Install a 36" X 60", metal rimmed mirror above lavatory. Install a stainless steel paper towel holder on wall. Install a soap dispenser on wall.

g. Install a GFI receptacle above lavatory. Install a 2 tube, 4-ft. long, slimline fluorescent fixture on wall above mirror. Fixture shall have electronic ballast with 32 watt, T8 lamps and acrylic diffuser.

h. Install a 2" square ceramic tile on floor.

i. Install plastic laminate, toilet partitions with doors around toilets. Partitions shall be wall and floor mounted. Install toilet paper holders in each partition. Install a screen partition at entrance door. New partition door shall swing in from wall opposite showers.

j. Demo ceiling fixtures. Install lay-in ceiling in latrine. The new ceiling shall be installed on a 2-ft. X 2-ft. lay-in grid. The suspension system shall be Commercial Grade, class A, 15/16' standard exposed grid, white in color with matching cross tees and trim. Ceiling grid shall be secured to existing ceiling at a minimum pf 4-ft. on center. Install 5/8" thick, water resistant, vinyl covered panels in grid. Install 2 each, 4-ft. long, 4-tube fluorescent, lay-in fixtures in grid. Fixtures shall have T-8 ballast with 32-watt, cool white lamps. Install a 2-ft. X 2-ft. egg-grate panel in ceiling for exhaust.

k. Clean and prep walls and door for painting. Paint door, heat register and walls with 2 coats of paint. Install new paper towel dispenser. Install Female sign on door.

(Male Latrine – Rm. 120)

a. Install automatic flush valve on toilet and new seats.

- b. Demo ceramic floor.
- c. Saw cut and demo floor for the installation of supply and drain lines for 2 each, 36" square, fiber-glass showers. Install drain lines and supply lines. Patch concrete floor.
- d. Install 22 gauge, metal studs walls for showers. Studs on center wall shall be higher than new lay-in ceiling. This wall shall be used as a chase wall for supply lines to showers.
- e. Install 2 each, 36" square, 3 piece showers. Showers shall soap dish and towel holders. Install Delta or equal, single level faucets in showers. Showers shall have glass doors installed.
- f. Install ½ waterproof drywall on exposed studs. Install new stainless paper towel dispenser
- g. Install new sinks with all new stop valves and piping with new p- traps. The new sinks shall be equal in size and construction to the existing. Install new Delta or equal, single level faucet on sink. Install 2 ea. 18"x 24" metal trim mirrors over the sinks.
- h. Install 2" square ceramic tile on floor.
- i. Demo ceiling fixtures. Install lay-in ceiling in latrine. The new ceiling shall be installed on a 2-ft. X 2-ft. lay-in grid. The suspension system shall be Commercial Grade, class A, 15/16' standard exposed grid, white in color with matching cross tees and trim. Ceiling grid shall be secured to existing ceiling at a minimum pf 4-ft. on center. Install 5/8" thick, water resistant, vinyl covered panels in grid. Install 2 each, 4-ft. long, 4-tube fluorescent, lay-in fixtures in grid. Fixtures shall have T-8 ballast with 32-watt, cool white lamps.
- j. Install a slim line, 2-tube 24-inch long fluorescent fixture above sink. Fixture shall have T-8 electronic ballast with 32-watt cool white lambs. Fixture shall have acrylic diffuser. Install white color wiremold down wall from fixture, install white wiremold box and GFI receptacle.
- k. Toilet partition shall be prepped for painting. Partition shall be painted with 2 coats of enamel paint. Walls and door shall be cleaned and prepped for painting. They shall be painted with 2 coats of paint. Install Men's sign on door.
- m. Rod all drain lines to insure proper flow to man hole.

Payment will be made by: Select one of the following payment methods:

(1) IMPAC (Visa Purchase Card)

(2) DFAS (Electronic Funds Transfer)

Note: DFAS PAYMENTS ARE MADE (30) THIRTY DAYS AFTER RECEIVING REPORT & INVOICE ARE RECEIVED BY DFAS.

Section I - Contract Clauses

CLAUSES INCORPORATED BY FULL TEXT

52.000-4004 FEDERAL HOLIDAYS (JAN 2000)

Federal Holidays are:

New Year's Day	1 January
Martin Luther King Jr.'s Birthday	Third Monday in January
George Washington's Birthday	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	4 July
Labor Day	First Monday of September
Columbus Day	Second Monday of October
Veteran's Day	11 November
Thanksgiving	Fourth Thursday of November
Christmas Day	25 December

When a holiday falls on a Sunday, the following Monday will be observed as a holiday and when a holiday falls on a Saturday, the preceding Friday is observed as a holiday by U.S. Government Agencies.

(End of clause)

52.000-4012 INSURANCE REQUIREMENTS (JUN 1999)

The following kinds and minimum amounts of insurance are required in accordance with FAR clause 52.228-5 entitled, "Insurance--Work on a Government Installation."

KIND:	AMOUNT:
Workmen's Compensation and Occupational Disease Insurance	Amount required by the State in which this contract is performed
Employer's Liability Insurance	\$100,000
Comprehensive General Liability Insurance for Bodily Injury	\$500,000 per occurrence
Comprehensive Automobile Liability	\$200,000 per person \$500,000 per occurrence for Bodily Injury and \$20,000 per occurrence for Property Damage
(End of Clause)	

52.000-4023 PREAWARD DATA (FEB 1999)

The Government reserves the right, prior to making an award, to conduct a preaward survey of the prospective contractors in order to determine that the contractors can meet the minimum standards for responsible contractors as defined in Federal Acquisition Regulation (FAR) 9.106. The preaward survey may include, but will not necessarily be limited to, the following factors:

- (1) Financial resources such as sufficient working capital to permit performance under the contract for a period of sixty (60) days after the effective date of the contract before reimbursement by the Government;
- (2) Ability to comply with required schedules;
- (3) Past record of integrity;
- (4) Past record of performance; and
- (5) Ability to meet other qualifications and eligibility requirements to receive an award of a contract.
- (6) An on-site inspection may be conducted of the facility of the apparent successful bidder (s) offeror(s) prior to contract award for specifications compliance.

A preaward survey may be conducted in order to determine contractor responsibility. Please provide three (3) performance references and one (1) financial reference in the spaces provided below. The performance references can consist of companies for which you have recently performed work. References must be of comparable magnitude and similar in nature to the work required under this solicitation. The financial reference should be your financial institution.

Three Performance References:

Name: _____
Address: _____
Point of Contact: _____
Phone: _____
Contract Number: _____
Amount: _____
Description: _____

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Name: _____
Address: _____
Point of Contact: _____
Phone: _____
Contract Number: _____
Amount: _____
Description: _____

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Name: _____
Address: _____
Point of Contact: _____
Phone: _____
Contract Number: _____
Amount: _____ Description: _____

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Financial Reference:

Name: _____
 Address: _____
 Point of Contact: _____
 Phone: _____
 Account Number: _____

(End of Clause)

52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that --

(7) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to --

(1) Those prices,

(i) The intention to submit an offer, or

(iii) The methods of factors used to calculate the prices offered:

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory --

(1) Is the person in the offeror's organization responsible for determining the prices offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision _____ (insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) of this provision.

(c) If the offeror deletes or modifies subparagraph (a)(2) of this provision, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

(End of clause)

52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a) Definitions.

“Common parent,” as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

“Taxpayer Identification Number (TIN),” as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN).

___ TIN: _____

___ TIN has been applied for.

___ TIN is not required because:

___ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

___ Offeror is an agency or instrumentality of a foreign government;

___ Offeror is an agency or instrumentality of the Federal Government.

(e) Type of organization.

___ Sole proprietorship;

___ Partnership;

___ Corporate entity (not tax-exempt);

___ Corporate entity (tax-exempt);

___ Government entity (Federal, State, or local);

___ Foreign government;

___ International organization per 26 CFR 1.6049-4;

___ Other _____

(f) Common parent.

___ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

___ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 99)

(a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” followed by the DUNS number that identifies the offeror’s name and address exactly as stated in the offer.

(b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:

- (1) Company name.
- (2) Company address.
- (3) Company telephone number.
- (4) Line of business.
- (5) Chief executive officer/key manager.
- (6) Date the company was started.
- (7) Number of people employed by the company.
- (8) Company affiliation.

(c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet Home Page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(End of provision)

52.211-10 COMMENCEMENT, PROSECUTION, AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to (a) commence work under this contract within **05** calendar days after the date the Contractor receives the notice to proceed, (b) prosecute the work diligently, and (c) complete the entire work ready for use not later than **(35) THIRTY FIVE DAYS THEREAFTER**. * The time stated for completion shall include final cleanup of the premises.

*The Contracting Officer shall specify either a number of days after the date the contractor receives the notice to proceed, or a calendar date.

(End of clause)

52.211-12 LIQUIDATED DAMAGES--CONSTRUCTION (SEP 2000)

(a) If the Contractor fails to complete the work within the time specified in the contract, the Contractor shall pay liquidated damages to the Government in the amount of **\$135.00** for each calendar day of delay until the work is completed or accepted.

(b) If the Government terminates the Contractor's right to proceed, liquidated damages will continue to accrue until the work is completed. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(End of clause)

52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (APR 2002)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 238990

(2) The small business size standard is \$12 million in average annual receipts for the preceding three years.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The offeror represents as part of its offer that it () is, () is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it () is, () is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a women-owned small business concern.

(4) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it () is, () is not a veteran-owned small business concern.

(5) (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The offeror represents as part of its offer that it () is, () is not a service-disabled veteran-owned small business concern.

(6) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.)
The offeror represents, as part of its offer, that--

(i) It () is, () is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It () is, () is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture:_____.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision--

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern," means a small business concern --

(1) That is at least 51 percent owned by one or more women; in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice.

(1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

- (i) Be punished by imposition of fine, imprisonment, or both;
- (ii) Be subject to administrative remedies, including suspension and debarment; and
- (iii) Be ineligible for participation in programs conducted under the authority of the Act.

(End of provision)

52.219-3 NOTICE OF TOTAL HUBZONE SET-ASIDE (JAN 1999)

(a) Definition. HUBZone small business concern, as used in this clause, means a small business concern that appears on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration.

(b) General. (1) Offers are solicited only from HUBZone small business concerns. Offers received from concerns that are not HUBZone small business concerns shall not be considered.

(2) Any award resulting from this solicitation will be made to a HUBZone small business concern.

(c) Agreement. A HUBZone small business concern agrees that in the performance of the contract, in the case of a contract for--

(1) Services (except construction), at least 50 percent of the cost of personnel for contract performance will be spent for employees of the concern or employees of other HUBZone small business concerns;

(2) Supplies (other than acquisition from a nonmanufacturer of the supplies), at least 50 percent of the cost of manufacturing, excluding the cost of materials, will be performed by the concern or other HUBZone small business concerns;

(3) General construction, at least 15 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns; or

(4) Construction by special trade contractors, at least 25 percent of the cost of the contract performance incurred for personnel will be spent on the concern's employees or the employees of other HUBZone small business concerns.

(d) A HUBZone joint venture agrees that, in the performance of the contract, the applicable percentage specified in paragraph (c) of this clause will be performed by the HUBZone small business participant or participants.

(e) A HUBZone small business concern nonmanufacturer agrees to furnish in performing this contract only end items manufactured or produced by HUBZone small business manufacturer concerns. This paragraph does not apply in connection with construction or service contracts.

(End of clause)

52.219-14 LIMITATIONS ON SUBCONTRACTING (DEC 1996)

(a) This clause does not apply to the unrestricted portion of a partial set-aside.

(b) By submission of an offer and execution of a contract, the Offeror/Contractor agrees that in performance of the contract in the case of a contract for--

(1) Services (except construction). At least 50 percent of the cost of contract performance incurred for personnel shall be expended for employees of the concern.

(2) Supplies (other than procurement from a nonmanufacturer of such supplies). The concern shall perform work for at least 50 percent of the cost of manufacturing the supplies, not including the cost of materials.

(3) General construction. The concern will perform at least 15 percent of the cost of the contract, not including the cost of materials, with its own employees.

(4) Construction by special trade contractors. The concern will perform at least 25 percent of the cost of the contract, not including the cost of materials, with its own employees.

52.219-21 SMALL BUSINESS SIZE REPRESENTATION FOR TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM (MAY 1999)

(Complete only if the Offeror has represented itself under the provision at 52.219-1 as a small business concern under the size standards of this solicitation.)

Offeror's number of employees for the past 12 months (check this column if size standard stated in solicitation is expressed in terms of number of employees) or Offeror's average annual gross revenue for the last 3 fiscal years (check this column if size standard stated in solicitation is expressed in terms of annual receipts). (Check one of the following.)

No. of Employees Avg. Annual Gross Revenues

____ 50 or fewer ____ \$1 million or less

____ 51 - 100 ____ \$1,000,001 - \$2 million

____ 101 - 250 ____ \$2,000,001 - \$3.5 million

____ 251 - 500 ____ \$3,500,001 - \$5 million

____ 501 - 750 ____ \$5,000,001 - \$10 million

____ 751 - 1,000 ____ \$10,000,001 - \$17 million

____ 17 million

(End of provision)

52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that --

- (a) () It has, () has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) () It has, () has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

52.222-23 NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY FOR CONSTRUCTION (FEB 1999)

- (a) The offeror's attention is called to the Equal Opportunity clause and the Affirmative Action Compliance Requirements for Construction clause of this solicitation.
- (b) The goals for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:

Goals for minority participation for each trade	Goals for female participation for each trade
26.2	6.9

These goals are applicable to all the Contractor's construction work performed in the covered area. If the Contractor performs construction work in a geographical area located outside of the covered area, the Contractor shall apply the goals established for the geographical area where the work is actually performed. Goals are published periodically in the Federal Register in notice form, and these notices may be obtained from any Office of Federal Contract Compliance Programs office.

- (c) The Contractor's compliance with Executive Order 11246, as amended, and the regulations in 41 CFR 60-4 shall be based on (1) its implementation of the Equal Opportunity clause, (2) specific affirmative action obligations required by the clause entitled "Affirmative Action Compliance Requirements for Construction," and (3) its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade. The Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor, or from project to project, for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, Executive Order 11246, as amended, and the regulations in 41 CFR 60-4. Compliance with the goals will be measured against the total work hours performed.
- (d) The Contractor shall provide written notification to the Deputy Assistant Secretary for Federal Contract Compliance, U.S. Department of Labor, within 10 working days following award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the --

- (1) Name, address, and telephone number of the subcontractor;

- (2) Employer's identification number of the subcontractor;
 - (3) Estimated dollar amount of the subcontract;
 - (4) Estimated starting and completion dates of the subcontract; and
 - (5) Geographical area in which the subcontract is to be performed.
- (e) As used in this Notice, and in any contract resulting from this solicitation, the "covered area" is NC.
- (End of provision)

52.228-13 ALTERNATIVE PAYMENT PROTECTIONS (JULY 2000)

- (a) The Contractor shall submit one of the following payment protections:

PAYMENT BOND/ IRREVOCABLE LETTER OF CREDIT

- (b) The amount of the payment protection shall be 100 percent of the contract price.
- (c) The submission of the payment protection is required within 10 days of contract award.
- (d) The payment protection shall provide protection for the full contract performance period plus a one-year period.
- (e) Except for escrow agreements and payment bonds, which provide their own protection procedures, the Contracting Officer is authorized to access funds under the payment protection when it has been alleged in writing by a supplier of labor or material that a nonpayment has occurred, and to withhold such funds pending resolution by administrative or judicial proceedings or mutual agreement of the parties.
- (f) When a tripartite escrow agreement is used, the Contractor shall utilize only suppliers of labor and material that signed the escrow agreement.

(End of clause)

52.236-27 SITE VISIT (CONSTRUCTION) (FEB 1995) – ALTERNATE I (FEB 1995)

- (a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.
- (b) An organized site visit has been scheduled for--
- (c) Participants will meet at--

SITE VISIT SCHEDULED:

26 Mar 2003 @ 10:30 AM.

@ USAR CENTER @ ALBEMARLE, NC

ISSUED BY

**PUBLIC WORKS BUSINESS CENTER
CONTRACTING OFFICE
FORT BRAGG, NC**

**JOE BLEDSOE
CONTRACTING SPECIALIST
PHONE: (910) 396-5161
FAX: (910) 396-7527/2674**

CLOSES: 02 Apr 2003

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

www.farsite.hill.af.mil

End of provision

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

www.farsite.hill.af.mil

(End of clause)

Section L - Instructions, Conditions and Notices to Bidders

WAGE DETERMINATION**DEPARTMENT OF LABOR WAGE DETERMINATION GENERAL DECISION NO.****NC020038 IS APPLICABLE.****(Reference: <http://www.ceals.usace.army.mil/netahtml/wage.html>)****General Decision Number NC020038**

General Decision Number NC020038

Superseded General Decision No. NC010038

State: <https://www.ceals.usace.army.mil/netacgi/nph->[brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/) - h0<https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/> - h2 **North Carolina**

Construction Type:

<https://www.ceals.usace.army.mil/netacgi/nph->[brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/) - h1[brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/) - h3 **BUILDING**

County(ies):

ANSON

<https://www.ceals.usace.army.mil/netacgi/nph->[brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/) - h2[brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/) - h4 **MONTGOMERY** STANLY<https://www.ceals.usace.army.mil/netacgi/nph->[brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/) - h3[brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/) - h5 **BUILDING CONSTRUCTION PROJECTS** (does not include residential

construction consisting of single family homes and apartments up to and including 4 stories)

Modification Number Publication Date

0 03/01/2002

COUNTY(ies):

ANSON

<https://www.ceals.usace.army.mil/netacgi/nph->[brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/) - h4[brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/](https://www.ceals.usace.army.mil/netacgi/nph-brs?s1=NC&op1=and&s2=&op2=and&s3=montgomery&op3=and&s4=building&op4=and&SECT1=IMAGE&SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/)

[SECT6=HITOFF&co1=AND&co2=AND&co3=AND&co4=AND&SECT2=THESON&p=1&SECT3=PLURON&d=WAGE&l=20&u=/netahtml/ - h6MONTGOMERY STANLY](#)

SUNC1001A 02/12/1990

	Rates	Fringes
AIR CONDITIONING MECHANICS		5.82
BRICKLAYERS	7.72	
CARPENTERS	6.34	
CARPET INSTALLERS	7.13	
CEMENT MASONS	7.02	
DRYWALL FINISHERS	6.84	
DRYWALL HANGERS	6.96	
ELECTRICIANS	6.38	
FORM SETTERS	5.50	
INSULATION INSTALLERS (Batt & Blown)	5.15	
IRONWORKERS	5.50	
LABORERS:		
Unskilled	5.15	
Mason Tenders	5.15	
Mortar Mixers	5.15	
Pipe Layers	5.15	
Asphalt Rakers	5.15	
PAINTERS	5.79	
PLUMBERS & PIPEFITTERS		7.19
POWER EQUIPMENT OPERATORS:		
Air drill	6.00	
Backhoe	6.66	
Bulldozer	5.86	
Compactor	5.15	
Fork lift	5.50	
Motor grader	6.68	
Loader	5.96	
Paver	5.92	
Roller	5.15	
Scraper	5.15	
Screed	5.39	
Tractor	5.25	
SOFT FLOOR LAYERS		7.13
ROOFERS	6.15	
TILE SETTERS	7.41	
TRUCK DRIVERS	5.16	

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29 CFR 5.5(a)(1)(v)).

In the listing above, the "SU" designation means that rates listed under that identifier do not reflect collectively bargained wage and fringe benefit rates. Other designations indicate unions whose rates have been determined to be

prevailing.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U. S. Department of Labor
200 Constitution Avenue, N. W.
Washington, D. C. 20210

4.) All decisions by the Administrative Review Board are final.

END OF GENERAL DECISION
